

# EXHIBIT “A”

TC 415/2000

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Sales Office Information	
Contract Date	10/31/2008
Sales Representative	Royce Brown
Sales/Seller ID	10686720
Sales Manager	Christine Giffin
Sales Manager ID	1112164
Sales Office	Henderson
Sales Office Phone #	(702) 364-0509
Sales Rep E-mail	rbrown@yellowpages.com
Contract Type	New
Sales Lead Origin	Prospect
Director Approval	
Sales Mgr Approval	
Receive Date/Time	

[illegible]

Notes:

Hi AI, Here is the agreement for your records.

This contract consists of and is governed by this Insertion Order, any additional Insertion Order pages attached hereto and the Terms and Conditions for Internet Advertising, all of which are incorporated herein by reference. By signing below you are representing to Yellowpages.com: (1) that you have received and had an opportunity to review a copy of the TERMS AND CONDITIONS FOR INTERNET ADVERTISING, (2) that they have the same force and effect as if given in full in this contract, and (3) that you acknowledge Yellowpages.com's reliance upon your acceptance of them. (An additional copy of this TERMS AND CONDITIONS FOR INTERNET ADVERTISING may be accessed through [www.yellowpages.com](http://www.yellowpages.com); however, the version of applicable to this contract shall be the latest dated version as of the date of your signature.) You agree that you have authority to bind the individual or company purchasing this advertising in all respects to this contract and the incorporated terms and conditions.

I acknowledge that I have full authority to sign for and bind the party identified as "Customer" to this contract.

Signature \_\_\_\_\_ Time \_\_\_\_\_

# EXHIBIT “B”

## TERMS AND CONDITIONS FOR INTERNET ADVERTISING

1. Scope. This is a contract (referred to herein as the "Agreement") between YELLOWPAGES.COM LLC (hereinafter referred to as "us", "we" and "our") and the customer ("you" and "your") identified on the first page of this document (the "Order") for us to fulfill your order for our Advertising Products identified on the Order. This Agreement consists of this Order and these Terms and Conditions for Internet Advertising (these "Ts&Cs"). Except as otherwise expressly provided in these Ts&Cs, in the event of any conflict between the terms of the Order and of these Ts&Cs, the Order shall control.

2. **Term.** The term of this Agreement commences on the date of execution by you (either in writing or by electronic signature, including recorded oral acceptance of this Agreement) of an Order presented by us and shall (subject to our right hereunder to terminate or suspend our performance or remove Advertising Products under circumstances described in this Agreement) continue until we have fulfilled the Advertising Products specified in the Order for the Initial Term specified in the Order. Unless otherwise provided in the Order and except as provided herein in these Terms, upon expiration of the Initial Term, the term of this Agreement shall automatically renew for a "Renewal Term" unless you or we notify the other of its intent not to renew at least thirty days prior to expiration of the Initial Term. All notices provided during the Renewal Term will be subject to the then-current Terms and Conditions, pricing and other terms for Internet Advertising applicable on our Web site (such that current Terms being referred to herein as this Agreement). This Agreement shall continue from expiration of the Initial Term until termination pursuant to this Agreement. Unless otherwise provided in the Order, either you or we may terminate the Renewal Term, with or without notice, upon thirty days' prior written notice to the other. Neither of us may terminate this Agreement during the Initial Term, provided that we may terminate this Agreement at any time upon notice to you if you breach this Agreement. If you choose to renew your Advertising Products removed from any site and/or our services discontinued prior to the end of the Initial Term or Renewal Term, as the case may be, you must notify us in writing and the unpaid balance for the entire Initial Term or Renewal Term will become immediately due and owing.

3. **Third Parties.** You represent and acknowledge that you are entering into this Agreement to obtain the Advertising Products for your own benefit and not for the benefit or on behalf of any third party, including, but not limited to, any of your shareholders, partners, owners, employees, agents or affiliates. However, each of our distribution or fulfillment vendors or internal service engine(s) on which we place your advertising (each, a "Distribution Site") is an intended third-party beneficiary of your obligations hereunder that relate to Advertising Products and may independently enforce each obligation directly against you.

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5. **Denial of Credit.** If your application for business credit is denied, you have the right to a written statement of the specific reasons for the denial. To obtain this statement, you must contact us within 60 days from the date you are notified of our decision and you will send your written statement of reasons for the denial within 30 days of receiving your request for the statement. Notice: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); and prohibits creditors from disclosing information about an applicant's creditworthiness to anyone other than the applicant, its authorized representative, or a person to whom the creditor is required by law to disclose the information. This notice is being provided to you because all or part of your applicant's income derived from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal law that governs compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity, Washington, DC 20510.

6. **Custom Domain Registration/Ownership of Work Product.** If the Advertising Product you have ordered involves the hosting or operation of a Web site, the Universal Resource Locator ("URL") therefore must be registered in our name with a domain registrar of our choosing so we may manage the domain while we host or operate the Web site. If you do not have a URL, we will procure a URL and will pay the applicable domain name registration fees to the registrar and maintain ownership. We cannot guarantee that any URLs or domain names you request for your Web site will be available for your use. If none of our domain name registration fees to the registrar and maintain ownership. We cannot guarantee that any URLs or domain names you request for your Web site will be available for your use. If none of our requested URL's are available, we will contact you and request alternatives. If you already own the registration for the desired URL, you must transfer the URL to us with a domain registrar of our choosing. If the URL cannot be transferred or you fail to undertake the action we request to cause the transfer, then, in our discretion, we may but are not obligated to choose a URL or domain name on our behalf. Upon termination of this Agreement or in the event you are in breach of this Agreement, any Web site hosted or operated under this Agreement may be disabled, in our sole discretion. We will invoice you for all fees payable in connection with the transfer to you of any URL registered in our name that is related to your Web site if you notify us in writing within thirty (30) days after termination or expiration of this Agreement that you desire such transfer. We will then promptly transfer such URL to you if you timely pay such invoice. If you fail to notify us that you desire such transfer within such forty (30) day period or fail timely to pay such invoice, then you waive all right in or with respect to such URL, and you acknowledge that we may allow the registration for such URL to lapse, may retain and use such URL, or may transfer such URL to a third party, without restriction.

party, without restriction.

7. Performance Based Advertising Products. We or our vendor will fulfill your performance based Advertising Product including, but not limited to, YPclicks or YPenails. For YPclicks, Internal search engines determined by us, which may include affiliated or syndicated search engine network partners, will provide the contracted number of clicks. We may change search engines from time to time in our sole discretion. You agree that all placements on search engines shall conclusively be deemed to have been approved by you. We or our vendor will continue to fulfill your Advertising Product for the contracted number of clicks, search or other actions (an "Action") until your budget has been exhausted. If the specified number of Actions has not been delivered or disputed Actions have been credited by us in our sole discretion or your calls, search or other actions (an "Action") until your budget has been exhausted. If the specified number of Actions has not been delivered or disputed Actions have been credited by us in our sole discretion or your budget has not been exhausted during the Initial Term, we will continue to fulfill your Advertising Product at no additional charge until the applicable number of Actions has been delivered or your budget has been exhausted. Although we will invoice you in twelve installments for the contract amount, we do not guarantee that the Actions will be fulfilled within that timeframe or otherwise during the term of this Agreement. Our only obligation is that the number of Actions identified in the Order will be provided. We do not guarantee that any clicks (1) will be from potential customers for you and/or (2) will be of any benefit or value to you. You acknowledge that the clicks may be: from adult sites, from multi-level marketing URLs, from sites potentially offensive to you, the result of prohibited or improper practices, and the result of spiders, robots and other automated or misdirected means. We will send or make available periodic reports from us or Distribution Sites regarding the number of Actions we deliver. You agree that such reports and the results contained therein shall be the conclusive, definitive measurements of our performance, and that they shall determine our related obligations for all purposes of this Agreement. No other modifications or course of dealing between us or our vendors shall be accepted by us or have any applicability to our obligations or your rights under this Agreement. Notwithstanding anything to the contrary in Section 2 of these Terms, upon fulfillment of your performance based Advertising Product, we will terminate your performance based program unless you and we agree to renew it. If you cancel your performance based Advertising Product or disable your Web site or otherwise impair our ability to complete the Actions, we will invoice you for the remaining months of the Initial Term or retain the amount of any remaining budget as an early termination charge. We have no liability for any Actions you dispute. However, in our sole discretion, we may issue you a credit for additional Actions to be delivered.

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9. **Design of Our Sites, Advertising Products, Station and Interruption of Our Services.** We and the Distribution Site may redesign or modify the organization, structure and/or "look-and-feel" of our respective Web sites, Advertising Products, and published not of headings and directives at any time and without notice; we may discontinue or add Distribution Sites at any time in our sole discretion. Although we design each Advertising Product an intendedly graduated point value and/or hierarchy data, such assignment is internal to us and does not confer any rights to you. We or any Distribution Site may position your advertisement on any page with the appropriate skin, in any position upon such page, in any sequence and in association with any classified heading or hierarchy; we or any Distribution Site deems appropriate unless otherwise specifically noted in the Order. Unless expressly provided on the Order, neither any Distribution Site nor we make any representation or warranty with respect to traffic or usage statistics regarding actions on our site or on any Distribution Site or the value of impressions, cost per click, or click-through rates of the quality or conversion rate for any advertisement. An "impression" means each occurrence of a display of an advertisement. Neither any Distribution Site nor we will have any liability to you and you will remain responsible for all monies owed to us should there be an interruption in our Web site or any third party site or other interruption in our services hereunder for any period of time, although we may, in our sole discretion, issue credits or extend the term of this Agreement in the event of interruptions lasting several days or longer.

10. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THE ORDER, NEITHER WE NOR ANY DISTRIBUTION SITE MAKES ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES TO YOU OF ANY KIND, EITHER EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE), REGARDING THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF THE ADVERTISEMENTS OR ADVERTISING PRODUCTS, LINKED SITES, ANY SITE WE MAY CREATE FOR YOU, OR OTHERWISE UNDER OR RELATED TO THIS AGREEMENT.

11. **Assignment.** You may not rent, assign, transfer or delegate any of your rights, duties or obligations without our prior written consent, which we may grant or withhold in the exercise of our absolute and sole discretion; in the event we give such consent, the assignee must, without any reservation, assume all of your rights, duties and obligations. Any attempt to rent, assign, transfer or delegate such rights, duties or obligations without our prior written consent shall constitute a breach of this Agreement and shall be of no force or effect. We shall have the right to subcontract performance of our obligations hereunder or to assign or otherwise transfer this Agreement or any of our rights, obligations or duties hereunder to any person or entity at any time.

12. **Notice.** All of our notices, demands and other communications must be in writing and will be deemed to have been given (a) if mailed by certified mail, postage prepaid, (b) if delivered by overnight courier, (c) if sent by facsimile transmission and each transmission is confirmed as received, or (d) if sent by electronic mail, and such message is confirmed as received, in each case to the address, fax number or email address specified on this Order for the recipient of such notice. All of our notices, demands and other communications must be in writing and will be deemed to have been given (a) if mailed by certified mail, postage prepaid or if delivered by overnight courier, to our address as shown on our Web site.

13. **Liability.** NEITHER WE NOR ANY DISTRIBUTION SITE NOR ANY OF OUR OTHER VENDORS SHALL HAVE ANY LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE ADVERTISING PRODUCTS FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFIT, LOSS OF INCOME OR REVENUE, LOSS OF GOODWILL, THE REJECTION OR REMOVAL OF ANY ADVERTISING CONTENT, ANY DELAY IN DISPLAYING OR OUR FAILURE TO DISPLAY CONTENT, OR OUR FAILURE TO PERFORM SERVICES, WITHOUT LIMITING THE PROVISIONS OF SECTION 13, IN NO EVENT SHALL OUR LIABILITY FOR MONETARY DAMAGES EXCEED THE AMOUNT YOU HAVE ACTUALLY PAID TO US FOR THE ADVERTISING PRODUCTS OR OTHER SERVICES WITH RESPECT TO WHICH SUCH LIABILITY AROSE. You acknowledge and agree that the provisions of this Agreement that limit liability, exclude consequential damages or other damages or remedies are essential terms of this Agreement and are fundamental to the parties' understanding regarding allocation of risk. Accordingly, such provisions shall be severable and independent of any other provisions of this Agreement and shall be enforced regardless of any breach hereof or other occurrence or condition relating in any way to this Agreement or the Advertising Products. Without limiting the generality of the foregoing, YOU AGREE THAT ALL LIMITATIONS OF LIABILITY, DISCLAIMERS OF WARRANTIES, AND EXCLUSIONS OF CONSEQUENTIAL DAMAGES OR OTHER DAMAGES OR REMEDIES SHALL REMAIN FULLY VALID, EFFECTIVE AND ENFORCEABLE IN ACCORDANCE WITH THEIR RESPECTIVE TERMS, EVEN UNDER CIRCUMSTANCES THAT CAUSE ANY EXCLUSIVE REMEDY UNDER THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. The limitations contained in this Section 13 apply regardless of the form of action, including actions in contract, tort (including negligence), and strict liability.

14. **Exclusion Remedies.** If we breach our obligation hereunder to fulfill any Advertising Product or breach any other obligation hereunder, we will make commercially reasonable efforts to fulfill such Advertising Product at a later date on the same or substitute site or Internet search engine or otherwise reasonably to cure such breach. THE FOREGOING CONSTITUTES OUR SOLE OBLIGATION AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH BY US OF THIS AGREEMENT (EITHER DIRECTLY OR THROUGH A FAILURE OF PERFORMANCE BY ANY DISTRIBUTION SITE).

15. **Force Majeure.** In no event shall we or any Distribution Site have liability or be deemed to be in breach hereof for any failure or delay of performance resulting from any governmental action, fire, flood, insurrection, earthquake, power failure, network failure, riot, explosion, embargo, strikes (whether legal or illegal), terrorist act, labor or material shortage, transportation interruption of any kind or work slowdown or any other condition not reasonably within our control. Your payment obligations shall continue during any event of force majeure.

16. **Indemnification.** You agree to indemnify us and the Distribution Sites and hold us and the Distribution Site harmless from and with respect to any claim, action, liability, losses, expenses, damages and costs (including, without limitation, actual attorneys' fees) that may at any time be incurred by us or them arising out of or in connection with this Agreement or any Advertising Products or services you request, including, without limitation, any claims, suits or proceedings for defamation or violation of right of privacy or publicity, criminal investigations, infringement of intellectual property, false or deceptive advertising or false promises and any virus, contaminating or destructive features.

17. **Telephone Conversations.** All telephone conversations between you and us about your advertising may be recorded and you hereby consent to such monitoring and recording.

18. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New York applicable to contracts entered into and performed in New York by residents thereof. Any action or proceeding brought by you under or relating to this Agreement shall be brought in a state or federal court located in the City of New York, State of New York, and you hereby irrevocably submit to the personal jurisdiction of said irrevocably consent to venue in such courts for purposes of any such action or proceeding. Any claim against us arising from this Agreement shall be adjudicated on an individual basis, and shall not be consolidated in any proceeding with any claim or controversy by any other party.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between you and us with respect to the subject matter of this Agreement and supersedes all prior written and all prior or contemporaneous oral communications regarding such subject matter. Accordingly, you should not rely on any representations or warranties that are not expressly set forth in this Agreement. If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. Except as provided in Section 1, this Agreement may not be modified except by writing signed by you and us; provided, however, we may change these T&Cs from time to time, and such revised terms and conditions shall be effective with respect to any Advertising Products ordered after written notice of such revised terms to you or, if earlier, posting of such revised terms and conditions on our Web site.